

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

FRANK “JOE” MENDEZ, an individual, on
behalf of himself and others similarly situated;
DONALD MAX KIMBALL, an individual, on
behalf of himself and others similarly situated;
and SIA GOULD, an individual, on behalf of
herself and others similarly situated,

Plaintiffs,

vs.

STEELSCAPE WASHINGTON, LLC, a
Washington limited liability company; and
STEELSCAPE, LLC, a foreign limited liability
company,

Defendants.

C19-5691 TSZ

ORDER

The stipulated motion, docket no. 58, brought by plaintiffs Frank “Joe” Mendez, Donald Max Kimball, and Sia Gould, on behalf of themselves and other similarly situated persons, and defendants Steelscape Washington, LLC and Steelscape, LLC (collectively, the “Parties”) is GRANTED as follows. As explained by the Parties and the Settlement Administrator (JND Legal Administration), certain funds were retained from the net

1 settlement proceeds as an estimate of the payroll tax consequences relating to the awards
2 distributed to the Settlement Class, but the taxing authority did not assess a tax rate equal
3 to the estimate of the Settlement Administrator, and surplus settlement funds in the amount
4 of \$59,076.13 remain in the Settlement Administrator's possession. The Parties have
5 requested permission to distribute these funds to the Settlement Class, and the Court
6 hereby APPROVES the plan proposed by the Parties.

7 IT IS HEREBY ORDERED AND ADJUDGED as follows:

8 1. The Court has continuing jurisdiction over the subject matter of the Action
9 and the Parties, including all members of the Settlement Class, and venue is proper in the
10 District.

11 2. The Court finds that the Settlement Administrator successfully provided all
12 calculated proportional payments to the Settlement Class, with each eligible member
13 cashing the checks for their respective awards. Dolman Decl., at ¶3, Ex. A.

14 3. The Court approves the Parties' plan, as set forth in their stipulated motion,
15 docket no. 58, to disburse the funds that were withheld by the Settlement Administrator.
16 The Settlement Administrator is hereby authorized to take prompt action to make
17 appropriate and proportional distributions of the remaining fund of \$59,076.13. The
18 proportional distributions shall occur in the same manner as before, with each Class
19 Member receiving a share in accordance with Paragraph 10 of the Settlement Agreement.
20 Dkt. 33, pp. 11-25, ¶10.

21 4. The remaining distributions are expected to be small, and treating these
22 payments as payroll checks would increase the burden and cost of the intended final
23 payments to each eligible member of the Settlement Class. As a result, the Court agrees
24 that each supplemental payment shall be identified as a non-wage distribution arising from
25 the excess withholding by the Settlement Administrator. The Settlement Administrator is
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1 further directed to issue a Form 1099 for each additional distribution to the Settlement
2 Class.

3 5. The Court approves the proposal that each additional payment is required to
4 be negotiated within a 60-day window beyond issuance of these surplus payments.

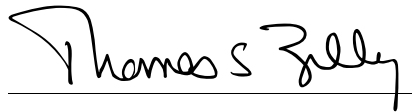
5 6. The Court approves the explanatory letter that will accompany each
6 additional payment to the Settlement Class. Dolman Decl., at ¶7, Ex. C. The Settlement
7 Administrator is directed to provide this explanatory letter, along with each proportional
8 payment, to the Settlement Class.

9 7. The Court finds that the withheld fund totaling \$59,076.13 will not be
10 reduced by way of this additional approved distribution. Pursuant to Paragraph 7 of the
11 Settlement Agreement, the Parties are ordered to split any additional distribution expenses
12 evenly between Plaintiffs' Counsel and Defendants. Dkt. 33, pp. 11-25, ¶7. The
13 Settlement Administrator shall receive no more than \$3,000.00 for services related to this
14 supplemental distribution.

15 8. The Court further orders that, should any additional award payment remain
16 unclaimed and/or undistributed beyond the approved 60-day window, the Parties and the
17 Settlement Administrator shall tender any remaining funds appropriately pursuant to the
18 terms of the Settlement Agreement. Dkt. 33, pp. 11-25, ¶11.h.

19 **IT IS SO ORDERED.**

20 DATED this 13th of June, 2023.

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23 Thomas S. Zilly
24 United States District Judge
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